

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Cost-Plus-Fixed-Fee		Page 1 Of 27	
2. Amendment/Modification No. 0005		3. Effective Date 2009MAR11		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By U.S. ARMY CONTRACTING COMMAND AMSCC-TAC-ABGD PAUL VESELENAK (586)574-7632 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: PAUL.VESELENAK@US.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) Code			
				SCD PAS ADP PT			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)				<input checked="" type="checkbox"/>		9A. Amendment Of Solicitation No. W56HZV-09-R-0089	
				<input type="checkbox"/>		9B. Dated (See Item 11) 2009JAN22	
				<input type="checkbox"/>		10A. Modification Of Contract/Order No.	
				<input type="checkbox"/>		10B. Dated (See Item 13)	
Code		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. 2009MAR24 03:00pm Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning <u>2 signed</u> copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required)							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.				The Changes Set Forth In Item 14 Are Made In	
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
<p>Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</p>							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print)			
15B. Contractor/Offeror _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

A.1 TACOM Warren Electronic Contracting

(a) All TACOM solicitations and awards are distributed on the TACOM-Warren Procurement Network (ProcNet) Business Opportunities website (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The Technical Data Packages (TDPs) and other documents, when available electronically, will be attachments or links to the solicitation package on ProcNet.

(b) You may need to use special software to view documents that we post on ProcNet. This viewing software is freeware, available for download at no cost from commercial websites like Microsoft and Adobe. In cases where such software is required, we provide a link from ProcNet to the commercial site where the software is available. Once you arrive at the software developer's site, follow its instructions to download the free viewer. You can then return to the ProcNet.

(c) You are required to submit your proposal electronically, via the Army Single Face to Industry (ASFI) Online Bid Response System (BRS). For detailed information about submitting your offer electronically, please see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>.

(1) Requirements for online proposal submission:

(a) You must be registered in the Central Contractor Registry (CCR) and have a CCR Marketing Partner Identification Number (MPIN) and CAGE Code.

(b) If you found the solicitation on ProcNet, use the following link to the Start Bid Page on the ASFI BRS website for this solicitation:
https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=W56HZV09R0089

(c) If you found the solicitation by searching on ASFI, you can start the online proposal process by using the Start Bid button on the ASFI Solicitation View page. You may also access the ASFI Bid Response System (BRS) by going to <https://acquisition.army.mil/asfi/> and clicking on the Contracting Opportunities Search to find the solicitation.

(d) Once in the ASFI BRS, you will be asked to enter basic information and will then be directed to upload one or more files containing your offer and information required by the solicitation.

(e) You will receive a confirmation of your proposal upon completion of the proposal submission process. You can find detailed BRS user instructions on the ASFI website at https://acquisition.army.mil/asfi/BRS_guide.doc.

(d) Any Indefinite Delivery Indefinite Quantity (IDIQ) contract or task order award issued as a result of this solicitation will be distributed electronically. Awards posted on ProcNet represent complete OFFICIAL copies of contract awards. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to, nor does it include, Cost or Pricing data/information. If you object to such release, and you intend to submit an offer, notify the contracting officer in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help using ProcNet, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email to DAMI_AcquisitionCenterWebPage@conus.army.mil. If you have questions about the content of any specific item posted on the ProcNet, please call the contract specialist or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center website at <http://www.dla.mil/db/procurem.htm> to find a location near you.

SECTION A - SUPPLEMENTAL INFORMATION

EXECUTIVE SUMMARY

TARDEC Omnibus Multiple Award Task Order Arrangement for Services

NOTE: THIS SOLICITATION ALONG WITH ALL THE APPLICABLE ATTACHMENTS AND REFERENCE INFORMATION NECESSARY TO SUBMIT A PROPOSAL IN RESPONSE TO THIS SOLICITATION, IS LOCATED AT: <http://contracting.tacom.army.mil/research/omnibus/tardecomnibus.htm>. THE OFFEROR WILL THEN UTILIZE THE ARMY SINGLE FACE TO INDUSTRY (ASFI) SYSTEM TO SUBMIT THEIR PROPOSAL.

1. Background

The Tank-Automotive Research, Development and Engineering Center (TARDEC) mission is to serve as the Department of Defense Full

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Life Cycle engineering support provider for all military ground vehicle support systems, to include developing and integrating technology solutions to improve current force effectiveness and provide superior capabilities. TARDEC has a need to augment existing resources with experience and additional capability that exceeds their current available in-house Research, Development and Engineering (RD&E) capabilities. Wartime conditions, along with the projected increase in requirements for FY 09 and beyond, have led to a need to fulfill urgent customer needs with limited staffing within an expedited timeframe.

2. Description of Acquisition

This procurement is to fulfill requirements for RD&E services to support TARDECs military ground vehicles life cycle engineering mission, ranging from the concept phase through demilitarization, for all programs/projects in or supported by TARDEC. Services that will be incorporated under this TARDEC Omnibus will fall under the following technology areas including, but not limited to: Power and Mobility, Survivability, Intelligent Ground Systems, Vehicle Electronics and Architecture, Force Projection, and System Software.

The proposed approach to meet TARDECs needs is to award a set of contracts, using Indefinite-Delivery Indefinite-Quantity (IDIQ) type contracts, in a Multiple Award Task Order (MATO) arrangement. The Government target is to award six (6) contracts, but we may award fewer or more than six contracts, depending on criteria established in Section M. After award of the IDIQ contracts, individual Task Orders will be awarded for services against those IDIQ contracts. The IDIQ contracts awarded as a result of this solicitation will be for a five (5) year period.

The North American Industry Classification System (NAICS) code for the TARDEC Omnibus effort is 541712, Research and Development in the Physical, Engineering, and Life Sciences.

3. Subcontracting Plan

Refer to FAR 52.219-9 and FAR 52.219-8 in Section I of this solicitation. Depending on your business size (refer to NAICS code 541712) you may be required to submit a Subcontracting Plan with your proposal. This plan is to be submitted in conjunction with the information required by the Small Business Participation data portion of your proposal. For the Small Business Participation data to be submitted, reference the requirements in Section L of this solicitation. Note that Section L requires your technical proposal response to five (5) task orders. Regardless of the dollar value proposed for each of the five task orders, if your current business size status would require you to prepare a Subcontracting Plan, you are required to do so by taking into account all of the task orders proposed cost/price amounts combined.

4. Small Business Participation

Even though your company may not be required to submit a Subcontracting Plan as explained in the clause at FAR 52.219-9 (depending on the size of your company as determined by NAICS code 541712), you must still submit the information required under the Small Business Participation Factor in Section L of this solicitation.

5. Required Notice to Subcontractors

If awarded an IDIQ contract as a result of this solicitation, or awarded any Task Order as a result of this solicitation or subsequent task order competition, you must advise all potential suppliers and subcontractors of the DO/DX Rating assigned to orders resulting from your subcontracts. The rating can be found next to Block 1 on the first line of the Standard Form 33.

6. Subcontracting and Teaming Relationships

Subcontracting and Contractor teaming arrangements by contractors are encouraged in responding to this solicitation. However, such subcontractor or teaming arrangements will not be evaluated by the Government in lieu of, or in addition to, the evaluation and selection criteria as specified in sections L and M.

7. Data Item Descriptions

The data item descriptions referenced within the Contract Data Requirements List (CDRL) at Section J of this solicitation, may be located at the following web site: <http://assist.daps.dla.mil/>

8. Exhibits and Attachments

This solicitation contains exhibits and attachments you will need to reference in preparation of your proposal. The Exhibits are the CDRL items (see number 7 above). The Attachments include the five (5) task orders (Attachments 0001 through 0005) you will be proposing to and a Quality Assurance Surveillance Plan (QASP) Overview (Attachment 0006). The QASP Overview is provided for informational purposes only and is not part of this contract. The authority for QASP issuance by the government under individual awarded task orders is provided under Section E (Inspection and Acceptance). There are 5 additional Attachments, Attachments 0007, 0008, 0009, 0010 and 0011 which list the Experience Subfactors for the 5 Task Orders. These last 5 Attachments (0007 through 0011) are

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not in the solicitation document itself but are listed in the TARDEC Omnibus website. Along with these 5 Attachments the other Attachments and all the Exhibits and other relevant informational material are posted in the TARDEC Omnibus Services website located on the TACOM Warren ProcNet at: <http://contracting.tacom.army.mil/research/omnibus/tardecomnibus.htm>

9. Section H Special Provisions

Be aware of the Special Provisions in Section H of this solicitation, and any resultant contracts, regarding the award of task orders beyond those initially awarded as a result of this solicitation, and the possible minimum amount task order to be issued to all receiving an IDIQ contract award. These provisions cover topics such as the Governments flexibility in identifying the terms and conditions for each task order, the procedures for soliciting and awarding task orders, Quality Assurance Surveillance Plans, and contractor participation in the Contractor Performance Assessment Reporting System.

10. Section L, Proposal Preparation, Format and Quantity Instructions, and Section M, Basis for Award

Section L of this solicitation provides information and instructions for you to prepare your proposal. Section M describes how your proposal will be evaluated for possible award. Sections L and M will not become a part of the awarded contract documents. It is important to understand the distinction between the solicitation, proposal preparation, evaluation, and award process for task orders (see Section H) beyond the initial five listed in Section L, and the Sections L and M herein for use strictly to solicit and evaluate proposals for the basic IDIQ contracts and first five (5) task orders. Section L also includes the clause which describes how proposals are submitted through the Army Single Face to Industry (ASFI)website. Note that Section L requires that offerors submit proposals on ALL five (5) task orders that are listed (0001, 0002, 0003, 0004 and 0005) to be considered responsive and eligible for award under the terms and conditions of this solicitation.

11. Acknowledgement of Amendments

Acknowledge any amendments to this RFP and submit each amendment with your proposal. Acknowledgement of all issued amendments is important because failure to do so may render your offer nonresponsive.

12. Inconsistencies

This Executive Summary has been prepared as an aid to you, the potential offeror. We have made every attempt to accurately reflect the requirements and information contained in the balance of this RFP. However, if you find any inconsistency between this Executive Summary and the RFP, the RFP takes precedence.

13. Question / Problem Resolution

All questions regarding this RFP shall be submitted in writing via e-mail to Paul Veselenak at Paul.Veselenak@us.army.mil and Allen Traciak at Allen.Traciak@us.army.mil. No phone calls will be accepted. There are no exceptions. The RFP will be posted on the TACOM Contracting Center web page. All information regarding this TARDEC Omnibus procurement will be posted on the following website: <http://contracting.tacom.army.mil/research/omnibus/tardecomnibus.htm> Answers to questions submitted will be posted as soon as they become available. It is the responsibility of the contractors to check this website daily for any changes and/or amendments.

*** END OF NARRATIVE A0001 ***

1. The purposes of this Amendment 0005 are to:

- a. Extend the due date for proposals due under Solicitation W56HZV-09-R-0089 to 3:00 PM (local time) on March 24, 2009.
- b. Clarify the process of acknowledging amendments to this solicitation by deleting the incorrect reference in Section A to the use of emails in acknowledging amendments.
- c. Delete the previous references that future task orders (beyond Task Orders 0001 through 0004) may be solicited and awarded on a small business set aside basis. There will be no such small business set asides although the Evaluation Factor for Small Business Participation and the requirements for submission of a Small Business Subcontracting Plan for Other Than Small Businesses, as incorporated in Sections I, L and M, remain unchanged.
- d. Clarify that while Task Orders 0001, 0002, 0003 and 0004 represent actual work requirements which may be awarded pending confirmation of these requirements and the availability of adequate funding, Task Order 0005 represents a SAMPLE Task Order which is being used for evaluation purposes only.

2. This Amendment 0005 hereby extends the due date for proposals under this Solicitation W56HZV-09-R-0089 to 3:00 PM (local time) on March 24, 2009.

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3. Task Orders 0001 through 0004 (Attachments 0001 through 0004 in Section J) will be revised in a forthcoming solicitation amendment which will be issued after this Amendment 0005 is issued.

4. The following specific changes are made in the solicitation by this Amendment 0005 in this Solicitation W56HZV-09-R-0089 to implement the purposes listed in Paragraph 1 above:

a. Section A:

(1) Section A.1, entitled "Executive Summary" is revised in Paragraph 11 to delete incorrect references that solicitation amendments will be acknowledged by email.

b. Section H:

(1) Section H.1(b) is revised to delete all references to future task orders being solicited and awarded on a small business set aside basis.

(2) Section H.2 is revised to delete references to future task orders being solicited and awarded on a small business set aside basis.

c. Section L:

(1) Section L.3.2(f) is revised to state that offerors must submit acknowledgement of all solicitation amendments that have been issued, as part of their Volume I.

(2) Section L.3.2(h) is revised to delete the previous reference to small business set asides for task order solicitation and award.

(3) Section L.3.3 is revised to state that Task Order 0005 will be a SAMPLE Task Order which is being used for evaluation purposes only.

d. Section M:

(1) Section M.4.4 is revised to clarify that Task Order 0005 represents a SAMPLE Task Order being used only for evaluation purposes.

(2) Section M.4.5 is revised to cite that availability of funds only applies to Task Orders 0001 through 0004, and not to SAMPLE Task Order 0005.

5. All other terms and conditions of Solicitation W56HZV-09-R-0089, as previously amended, remain unchanged.

*** END OF NARRATIVE A0005 ***

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 Task Order Requirement, Request, Evaluation, and Award Process

a. Services initiated under this contract shall only be performed based on a fully executed task order (TO) issued by a Procuring Contracting Officer (PCO). The work to be performed under these task orders must be within the Section C general scope of work of this contract. The Government is only liable for work authorized under the terms and conditions of the contract to the extent that a fully executed task order has been issued and covers the required work.

b. To meet the IDIQ type contract minimum quantity requirements, the Government reserves the right to unilaterally award any task order(s) to all IDIQ contract holders, without the need for competition. All other task orders are intended to be issued on a competitive basis among the IDIQ contractors, based on the Fair Opportunity procedures described in FAR 16.505. However, the Government also reserves the right to issue a task order on a sole source basis in accordance with section H.1 c. Contractors are strongly encouraged but are not required to provide offers on all solicited task orders.

c. It is the Governments intent to provide IDIQ contractors a fair opportunity to be considered for all task orders. However, IDIQ contractors need not be given an opportunity to be considered for a particular TO if the Procuring Contracting Officer (PCO) determines that in accordance with FAR 16.505(b):

(i) The agencies need for such supplies or services is of such urgency that providing such opportunity would result in unacceptable delays; or

(ii) Only one such contractor is capable of providing such supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized, or

(iii) The order should be issued on a sole source basis in the interest of economy and efficiency as a logical follow-on to a TO already issued under the agreement or through exercise of option periods specified in the original TO, provided that all awardees were given fair opportunity to be considered for the original TO.

d. The Contracting Officer's Representative (COR) shall initiate the task order implementation process by preparing a statement of work. The task order request will contain a detailed description of the functional or other objectives to be achieved, a schedule for completion of the task order, performance requirements, deliverables to be provided, and any other regulations, standards, and/or special terms and conditions required to perform the effort. The Task Order Request for Proposals (TORFP) will be issued by electronic means to allow access to all IDIQ contract holders.

The TORFP will include the following:

- 1) RFP# and title
- 2) Contract #
- 3) Background of requirement
- 4) Objectives
- 5) Services required to be performed
- 6) Deliverables required (e.g. delivery schedule, performance period; estimated hours, technical reports, and quality assurance report)
- 7) If applicable, a listing of Government furnished property to be provided to the Contractor
- 8) Security classification designated for the tasks to be performed
- 9) Task Order-specific procedures for Government evaluation for award
- 10) Duration of work performance
- 11) Type of proposal (via email or use of the Advanced Collaborative Environment, or ACE)

e. The contractor shall acknowledge receipt of each TORFP and shall develop and forward to the TACOM Contracting Center Contract Specialist and TARDEC COR within ten (10) calendar days, the following as required by the TORFP:

- 1) technical approach proposal
- 2) estimated number of labor hours and cost by labor category
- 3) Rationale for the labor categories, skill levels and number of estimated hours proposed
- 4) direct material, travel, and/or other direct costs, (travel destination(s) shall be specified); (Note: if any material costs are required IAW specific SOW requirements, such costs shall be specified and justified)
- 5) cost estimate or proposed price, depending if a cost type or fixed price type task
- 6) proposed schedule of performance, and/or verification that the period of performance as requested is practical
- 7) past performance information
- 8) small business participation information and/or subcontracting plan as required
- 9) identification of required government furnished property/materials/data, to include any property/materials/data identified in the TORFP to be furnished by the Government
- 10) verification of CDRL requirements requested
- 11) any questions/issues/concerns regarding the work description

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Offerors shall submit electronic copies of the proposal to the procuring contracting officer (PCO) identified in the solicitation via the Advanced Collaborative Environment (ACE), email, or other means as identified in the TORFP. Proposals received after the date and time of the proposal due date stated in the TORFP will not be considered unless it is determined to be in the best interest of the Government.

f. The Government reserves the right to award any task order based on initial proposals as submitted, without negotiations, contingent on the existence and/or nature of any questions/issues/concerns from one or more of the offerors. The Government will evaluate proposals based on the task order-specific evaluation criteria identified in the TORFP, which may include technical approach or experience, past performance, cost or price, and small business participation. The nature of the scope and Government estimated dollar value of the proposed task order will dictate the evaluation criteria to be used by the Government for each task order competition. If negotiations take place on any proposal based on the TORFP, either with the task order originally issued or as revised, the Contractor(s) and the Government shall negotiate such things as, but not limited to, the number of hours and material required to perform the task order, any changes to the scope of work within the task order, the schedule and the deliverables to be provided in the task order.

g. Depending on the nature of the work effort and requirements of any particular task order, other FAR, DFARS, and/or AFARS clauses, regulations, standards, specifications, and/or other terms and conditions, may be applicable and the offeror will be required to comply with these additional terms and conditions to be eligible to submit a proposal to be evaluated by the Government.

h. Only an authorized Contracting Officer can issue a task order under this agreement. Performance and delivery of services/materials shall be made only as authorized by written TOs issued in accordance with this agreement. Task orders will be considered fully executed upon signature of the Contracting Officer. The Contractor shall begin work on the task order in accordance with the effective date indicated on the task order.

i. Following execution of the task order, technical clarifications may be issued in writing at any time by the COR, or to provide additional guidance to the Contracting Officer of any instructions or guidance to the Contractor regarding performance of the task order. The Contractor shall notify the Contracting Officer of any instructions or guidance the Contractor considers to be a change to the task order that will impact the technical, cost, schedule, deliverable content, or terms and conditions of the Task Order scope of work. In the event technical instructions or other events may dictate a change, task orders may be formally modified in writing by the Contracting Officer to reflect the change.

j. The contractor, as an independent contractor and not as an agent or employee of the Government, shall furnish to the Government, all necessary labor, services (non-personal) and materials, except as specified to be furnished by the Government, required to accomplish the work efforts as specified in each task order issued under this contract.

k. In the event of an urgent requirement, the Contracting Officer may contact the contractors by email, via the ACE system, by telephone, or any means available, requesting a proposal. The contractor, if deciding to submit a proposal for that particular task order, shall provide the items listed in 1-11 of Section H.1.e.

The contractor shall provide an electronic proposal, within three (3) workdays via the ACE, by email, or as otherwise specified.

NOTE: At no time shall the contractor propose or utilize a higher labor category than is required to adequately perform the specific work scope identified in the TO proposed schedule of performance.

Based on the contents of the TO, the Contractor and the Government shall negotiate the number of estimated hours required to complete the task order, any changes in the scope of work described in the scope of work to be performed, the schedule and the deliverables to be provided in the task order.

The contractor shall not commence with any work pursuant to this section until it has received a formal task order from the Contracting Officer. In addition, a unilaterally awarded task order shall be considered accepted by the contractor unless rejected in writing within three (3) workdays after issuance.

H.2 Evaluation of Task Orders for award

a. Task Orders will be competed among the IDIQ contractors. However, the Government reserves the right to restrict task order competition for a particular task order based on the conditions at Section H.1.c. All work shall be performed only to the extent authorized. The basis for the award of competed TOs will be specified in the RFP applicable to the TO being competed. Each task order will be awarded on a best value evaluation basis to the Offeror whose offer is deemed to constitute the best value to the Government.

b. The Government reserves the right to make award based on initial offers. Task order awards will be made to those offerors determined to best meet the needs of, and considered to be the best value to the Government after consideration of all evaluation factors. Best value is defined as the procurement process that results in the most advantageous acquisition decisions for the Government. It is generally performed through an integrated assessment and trade off analysis utilizing quality factors such as technical approach and qualifications, past performance, management approach, personnel experience, small business participation, and cost/price factors.

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Evaluation factors for specific efforts will be set forth in the individual TORFP.

c. Offerors are cautioned that in conducting the TO evaluation, the Government may use data provided by the offeror in its proposal as well as data obtained from other sources (e.g. Dun and Bradstreet reports, DCAA audits, available industry market rates for labor and overhead), including the Past performance Information System (PPMIS) for CPARS data and including contractual records of performance on previously awarded contract actions. While the government may elect to consider data obtained from other sources, the burden of providing thorough and complete information rests solely with the offeror.

H.3 Issuance of Task Orders

a) These ordering procedures apply to all Task Orders (TOs) issued under this agreement. Any services to be furnished under this contract will be ordered by issuance of written TOs.

- b) Upon receipt of proposals, the Contracting Officer will:
- (1) Issue task orders based upon the proposals furnished, or
 - (2) Negotiate with the Contractors prior to issuing task orders, or
 - (3) Reject the proposal(s) and cancel the requirement, or
 - (4) Cancel the TORFP based on changed or canceled Government requirements

Task Orders will be considered fully executed upon signature of the Contracting Officer. The Contractor shall begin work on the TO in accordance with the effective date indicated on the TO. Note that the awarded IDIQ contracts contain clauses applicable to the following contract types: 1) fixed price, 2) cost reimbursement completion, and 3) cost-reimbursement level-of-effort (LOE). This coincides with the purpose of the IDIQ contract, to allow the Government to award task orders that are one of these three type cost/price structures. Depending on the type of task order awarded, i.e., fixed price, cost reimbursement completion, or cost reimbursement LOE, the clauses within this contract applicable to the type of TO award shall apply with full force and effect to that TO. If a particular clause for either a cost type or fixed price type TO award is needed to be stated in full text to identify specifics for that TO, the full text and any fill-in information will be included in that TO award document.

- Task Orders will be numerically sequential, dated, and will include the following information as applicable:
- A) Identification of the Ordering activity
 - B) Quantity, unit price, extended cost or price for labor, material, and travel, fixed fee, and the total amount.
 - C) Contract number and task order number.
 - D) Task Order Statement of work
 - E) Schedule of performance, dates and locations for the services required.
 - F) Government furnished documents/material
 - G) Deliverables as defined in the CDRLs or incorporated in the scope of work.
 - H) Total estimated cost or total price
 - I) Special clauses, provisions, standards, regulations, or other terms and conditions applicable to the specific task order (i.e., security requirements)
 - J) Contract Specialist and Contracting Officers Representative (COR) for that location and the administration of the task order, including phone numbers and email addresses.

Following execution of the TO, technical clarifications may be issued in writing at any time by the COR / COTR to provide additional guidance to the Contractor regarding performance of the TO. The Contractor shall notify the Contracting officer of any instructions or guidance the Contractor considers to be a change to the TO which will impact the cost, schedule or deliverables content of the work plan. In cases where technical instructions or other events may dictate a change, TOs may be formally modified in writing by the Contracting Officer to reflect any change.

Task Orders may be placed during the period of performance of the contract, as identified in Section F. Any TO issued during the period of performance of this contract and not completed within the time shall be governed by the contract terms to the same extent as if the TO was completed during the contract period of performance.

All work specified shall be performed in the most economical and expeditious manner by skilled personnel, in conformance with TO and contract requirements and in conformity with the highest standards and practices.

- The order of precedence for technical requirements of this contract is as follows:
- Contract Clauses, Section L (Notice to Offerors), Section C (Work Statement), Task Order Requirements, Section H (Special Provisions) & Section E (Inspection & Acceptance) in that order.
 - Technical data requirements
 - Section J (Attachments)

H.4 Continuous Process Improvement

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The Deputy Secretary of Defense (DepSecDef) has identified Continuous Process Improvement (CPI) as a best practice for DoD activities. Reference is made to the DepSecDef Memo dated 11 May 2006 and DoD Continuous Process Improvement Guidebook dated 12 May 2006.

The Government expects the contractor, when awarded a task order, to apply CPI best practices in performance of the scope of work for that task order. In accordance with the CPI Transformation Guidebook, the contractor should promote process improvements when practicable.

H.5 Task Order Expiration Date

Any task order issued prior to the expiration date of this contract shall be completed by the contractor within the time specified in the task order. The contractor is required to abide by the terms and conditions of this IDIQ until the conclusion of the task order performance period.

The government may require continued performance of any task order services within the limits and at the rates specified in the contract. The government may extend the term of the contract by written notice to the contractor within seven (7) calendar days prior to the performance completion date, provided that the Government provides the contractor a written preliminary notice of its intent to extend at least thirty (30) days before the contract period expires. The preliminary notice does not commit the government to an extension.

H.6 Contractor Performance Assessment Reporting System (CPARS)

Each IDIQ holder will register at the CPARS Access site: <http://www.cpars.csd.disa.mil/cparsmain.htm>.

The Contractor's performance on task orders awarded under this IDIQ with aggregate ceiling amounts, including options, in excess of \$1,000,000 shall be assessed by the Government. For task orders with a period of performance of 12 months or less, an initial and final assessment report shall be performed when the task order is physically complete. For task orders with a period of performance longer than 18 months, an interim assessment will be prepared every 12 months and a final assessment will be prepared when the task order is physically complete. The Contracting Officer (Assessing Official), the Contract Administration Office, or any other Government source deemed appropriate will provide to the Procuring Contracting Officer (PCO) information relative to the contractor's performance in the following areas: Technical (Quality of Product or Services); Schedule; Cost Control; Management ((Responsiveness, Subcontract Management, Program Management or Other Management) and Management of Key Personnel (for Services and Information Technology Business Sectors)). The assessment/review will be accomplished using the Contractor Performance Assessment Reporting System (CPARS). The completed evaluations shall not be released to anyone other than Government personnel and the contractor whose performance is being evaluated. CPARS Access web link is: <http://cpars.csd.disa.mil>.

H.7 Place of Performance

The Contractor may be required to perform services ordered hereunder off-site (any facility or location utilized by the Contractor in performance of a task order issued under this IDIQ which is not under the control of a government agency, e.g. Contractors home or branch office) or on-site (any facility or location where performance is required or directed under a task order issued under the IDIQ which is not under the control of the contractor, e.g U.S. Government base or installation, or other contractor facility within the continental United States (CONUS) or outside the continental United States (OCONUS), as required by individual task order.

H.8 Rights / Guarantees

This IDIQ contract shall not be construed as a guarantee on behalf of the government to solicit or issue a task order. See Order Limitations clause 52.216-19.

H.9 Contract Data Requirements

The contract data requirements shall be in accordance with DD Form 1423, Contract Data Requirements Listing (CDRL). Specific contract data requirements shall be specified in each task order issued as required.

H.10 Release of Contract Data Delivered under this contract

Data generated as a result of any task order issued in accordance with this IDIQ shall not be released to any agency other than those specifically listed in each CDRL. Specific contract requirements shall be identified in each task order issued.

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H.11 Security

All Contractor personnel must maintain a favorable background investigation before accessing the TACOM LCMC databases and Local Area Network in accordance with Army Regulation AR 25-2 and AR 380-67. All information or data developed under this contract belongs to and is the property of the U.S. Government and shall be marked and handled as For Official Use Only (FOUO). The Contractor shall not release any information or data to third parties without the express written approval of the PCO. The contract shall have access to Government data for the accomplishment of work under this agreement. Contractor shall conform to all security requirements as specified in each TO and as detailed in the task order DD 254 (if required). A separate DD254 is required for all TOs involving access to classified information. Internet cite <http://www.classmgmt.com> contains a complete booklet with instructions on how to prepare and submit a DD 254. Prior to starting work on the task order, DISCO must determine the eligibility of Contractor personnel and grant them access to the highest level of classified information covered by the contract (security clearance). Contact your company Facility Security Officer or the G2, TACOM LCMC for assistance in initiation action to receive a security clearance. For assistance with DD254, contact G2, TACOM LCMC, at 4-6262.

H.12 Army Information System (IS) Security Requirement

1) Contractors will comply with all Department of the Army Directives, AR 380-5, AR 25-1, AR 25-2, AR 380-53, AR 380-10, Commander Garrison Manager Army Garrison Detroit Arsenal (USAG-DTA), Directorate of Information Management (DOIM) and Directorate Intelligence Security Division, memorandums, and numbered messages. All information systems require accreditation and certification and must be approved by the Designated Approval Authority (DAA). Approval is required before any IS connection to the network is accepted. Personnel requiring access to sensitive defense information, because of their duties in repairing or working on IS equipment and software, will be appropriately investigated based on the sensitivity of the Information Technology (IT) position held in accordance with AR 25-2. Before a technician can work on IT hardware/software, the background investigation must be initiated.

a) The requesting agency/contractor should have a contract with USAG-M and an on-site Information Assurance Security Officer (IASO). The IASO shall be knowledgeable of AR 25-2 and other security requirements, and would be the person responsible for that agency/contractor.

b) If remote access to Garrison Michigan networks is needed for this agency/contractor to monitor Garrison-Michigan networks unclassified network, the agency/contractor must use a National Security Agency approved method to encrypt this information if it is sent/received outside this Command. The use of a commercial Internet Service Provider (ISP) mail account or ftp for receipt or storage of government information is prohibited. A Terminal Server Access Controller System (TSACS) Account must be established and used for government email and installed on a government machine.

2) The security measures below are consistent with the Department of the Army security policies and directives and are required to protect all associated Garrison-Michigan networks. The goal is to ensure the confidentiality, integrity, and availability of Department of the Army automation assets and software as to reduce cracker, hacker, and malicious code attacks to the maximum extent possible.

a) In accordance with AR 25-2, agency/contractor employees must be designated as IT I, IT II, or IT III positions. Personnel who require access to sensitive and/or classified defense information systems because of their duties with an IS will be appropriately investigated based on the sensitivity of the IT position held in accordance with AR 25-2. Before assumption of IT duties, a standard form (SF) SF 85P or SF86 must be completed and sent by your Facility Security Officer (FSO) direct to Defense Security Service for each individual requiring access. A copy of SF 85P or SF 86 must be sent to AMSTA-CM-SC for review, who will summarize their findings and provide same to the USAG-M Designated Approving Authority (DAA) who can grant interim access to agency/contractor employees if the required investigation has been submitted by your FSO to Defense Security Service (DSS) and an EPAQ receipt is faxed to AMSTA-CM-SC at DSN 786-6362, or (586) 574-6362 AND if there are no derogatory issues found. The SF 85P or SF 86 copies can be mailed to: CDR U.S. Army TACOM, 6501 E. 11 Mile Road, ATTN: AMSTA-CM-SC, Warren MI 48397-5000. Contractor will be responsible for submitting their required security investigation data to Defense Investigative Service Clearance Officer (DISCO). Upon request, contractor will provide security investigation data to Directorate Intelligence Security Division, so their personnel can be incorporated into the Garrison-Michigan Security Clearance Roster.

b) Personnel assigned to IT-I positions must have completed an SF 85P and FP 258, have a favorable local review, and have initiated the National Agency Check with Local Agency and Credit Checks (NACLC), and proof of the initiation of the Single Scope Background Investigation, before access to a Department of Army automation network and information can be granted.

c) Personnel assigned to IT-II & III positions must have completed a SF 85P and FP 258, have a favorable local review, and have initiated the (National Agency Check with Local Agency and Credit Checks (NACLC).

d) All agency/contractor employees who have access to Garrison-Michigan IS must complete Computer User Information Awareness Training annually. Proof of completion will be retained by the IASO.

e) All agency/contractor employees who have access to Garrison-Michigan IS must each read and sign a copy of Acceptable Use Policy (AUP) annually. Proof of compliance will be retained by the IASO.

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f) IAW Garrison-Michigan directives submit the required completed forms for all agency/contractor employees that require Garrison-Michigan network(s), and TSACS, access. The required forms are available in Outlook.

- (1) New MGNET Account.
- (2) Trusted System Application (TUA 12) with attachments.
- (3) Contractor/Vendor Terminal Server Access Controller System (TSACS) Account and Password Request.
- (4) An Accreditation and Certification process for each IS that operates within USAG-DTA must be reviewed by the Information Assurance Manager (IAM) and then forwarded to the DAA for final approval before connection is accepted.

g) IAW Dept of the Army Directives, AR 25-2, agency/contractor must have malicious code protection on their PC/s*** used to connect to the GARRISON-MICHIGAN networks. Malicious code protection must be monitored daily for updates and immediate implementation. USAG-M DOIM uses the most current (MGNET) Army Approved Anti-virus software.

*** Only Government Furnished Equipment (GFE) can be used to connect to Army networks.

h) Report any malicious code problems or thefts of equipment, software, or code to the USAG-M Network Operations Center (NOC) IASO. The IASO will forward automation security concerns to his/her supporting Information Assurance Manager (IAM).

i) Secure the computer equipment and information associated with this contract in a locked office or container, and locked building.

j) Ensure only personnel designated to work on this contract have access to the computer equipment and information.

k) Foreign Nationals must not have access to this equipment and information.

l) Identify the physical security measures (i.e. locked office, locked buildings, building alarms etc.) in place to protect the contract-associated equipment and information at the agency/contractor location. Provide a short description and diagram.

m) DOIM Helpdesk, when issuing an agency/contractor e-mail accounts, will ensure that their names, when displayed, show they are contractors and not government employees.

n) Access for agency/contractor will be limited to the MGNET and servers and applications directly related to their contract work.

o) Each agency/contractor employee associated with this contract must have a unique Department of the Army issued password and user ID. User IDs and Passwords will not be shared among employees.

p) Coordinate with USAG-M Directorate of Information Management (DOIM) to ensure computers used by the agency/contractor are properly configured to work with TSACS and the MGNET/MGNET-S.

3) On completion of the project/contract the agency/contractor will notify the USAG-M IASO, who will then notify the DOIM Information Assurance Team and DOIM Helpdesk, so all network, and TSACS access can be terminated.

4) POC for this action is IMNE-MIGIMA, (586) 574-4444.

H.13 Non-Personal Services

a) No personal services shall be performed under this contract. No Contractor employee will be directly supervised by the Government. All individual employee assignments, and daily work direction, shall be given by the applicable employee supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.

b) As stated in FAR Subpart 7.5, the Contractor shall not perform any inherently governmental actions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change the contract and that if the other contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.

c) All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

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d) The services to be performed under this agreement do not require the Contractor or its employees to exercise personal judgment and discretion on behalf of the Government, but rather the Contractor's employees will act and exercise personal judgment and discretion on behalf of the Contractor.

e) The Contractor shall insure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this clause shall be included in all subcontracts at any tier.

H.14 Insurance Coverage

a) The Contractor shall procure and maintain the following minimum insurance during the period of performance of this contract in accordance with FAR 52.228-5, Insurance Work on a Government Installation:

\$500,000 per accident for bodily injury;

No property damage general liability insurance is required.

Automobile Insurance (comprehensive form of policy) is required: \$200,000 per person; and \$500,000 per accident for bodily injury; and \$20,000 per accident for property damage.

Standard Workmens Compensation and employers Liability Insurance. A minimum amount of \$100,000 is required under the contract.

b) Prior to contract commencement, the Contractor shall furnish to the CO a certificate or written statement certifying compliance with the above required insurance coverage. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the interests of the Government shall not be effective for such a period as the laws of the State in which this contract is to be performed prescribe, or until 30 days after the insurer or the Contractor gives written notice to the CO, whichever period is longer.

c) The Contractor agrees to insert the substance of this clause, including this paragraph, in subcontracts under this contract that require work on a Government installation.

H.15 Conflicts of Interest

a)The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest (OCI), as defined in FAR 9.5, Organizational and Consultants Conflicts of Interest, or that the Contractor has disclosed all such relevant information.

b) The Contractor agrees that if an actual or potential OCI is discovered after award of this contract, or any task order awarded to the Contractor, the Contractor shall make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions, which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

c) The Contracting Officer may terminate this contract, or any task order awarded under this contract, for convenience, in whole or in part, if it deems such termination necessary to avoid an OCI. If the Contractor was aware of a potential OCI prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract or task order for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

d) The Contractor shall include this clause in all subcontracts and in lower tier subcontracts unless a waiver is requested from, and granted by, the Contracting Officer.

e) In the event that a Task Order is issued to the Contractor that would require activity that would create a potential conflict of interest, the Contractor shall:

(1) Notify the Contracting Officer of a potential conflict, and;

(2) Recommend to the Government an alternate tasking approach which would avoid the potential conflict, or

(3) Present for approval a conflict of interest mitigation plan that will:

a. Describe in detail the Task Order requirement that creates the potential conflict of interest; and

b. Outline in detail the actions to be taken by the Contractor or the Government in the performance of the task to mitigate the conflict by subcontractor effort, limit access to information, or other acceptable means.

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(4) The Contractor shall not commence work on a Task Order related to a potential conflict of interest until specifically notified by the Contracting Officer to proceed.

(5) If the Contracting Officer determines that it is in the best interest of the Government to issue a Task Order, notwithstanding a conflict of interest, a request for waiver shall be submitted in accordance with FAR 9.503.

H.16 Training of Contractor Employees

The Contractor shall provide only fully trained, experienced and technically proficient personnel. The Contractor shall not bill for labor hours or travel costs associated with Contractor employee training unless specifically required and authorized in a task order; however, with appropriate Government approval Contractor employees may be allowed to attend Government sponsored training at the Contractor's expense.

H.17 Manpower Reporting Requirements applicable to Awarded Task Orders

a) The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://contractormanpower.army.pentagon.mil>

The required information includes:

- (1) Contracting Office, Contracting Officer, Contracting Officers Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Estimated direct labor hours (including sub-contractors);
- (6) Estimated direct labor dollars paid this reporting period (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (9) Estimated data collection cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

b) As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractors systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site. Information from the secure web site is considered to be proprietary in nature when the contract number and contractor identity are associated with the direct labor hours and direct labor dollars. At no time will any data be released to the public with the contractor name and contract number associated with the data.

H.18 Additional Contractor Requirements

a) The Contractor shall not employ any personnel for work on this contract who would create a conflict of interest or pose a potential threat to the operational mission or security of the installation and/or its population.

b) Upon notification by the Government, the Contractor shall immediately agree to remove from the contract any employee(s) not performing IAW the requirements set forth herein. This may be due to lack of demonstrated skill or for failure to comply with applicable instructions, directives, regulations, or policies. The Contracting Officer may require the Contractor to remove from the job those employees who endanger persons or property; those who manufacture, distribute, dispense, possess or use controlled substances at the worksite; and those whose continued employment under this contract is inconsistent with the interest of military security.

c) Contractors will be required to answer all telephone calls (and to present themselves at any meetings attended) by identifying themselves with the name of the Contractor, the employee name, and by stating that he/she is a Contractor. Example, ABC Resources, I am Contractor John Doe.

d) Contract employees are not allowed periods of Administrative Leave that are granted to Government employees by local Commanders for

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attendance at various Government functions, early holiday dismissals, etc. Instead, contract employees will have the option of remaining at the work site, taking vacation time, or taking time off without pay, subject to mission requirements as determined by the OSCS.

e) The Contractor is responsible for obtaining all necessary Security and Access credentials for new contracted employees, prior to the reporting date. Copies of completed Security documents, and any supporting material (copies of court dispositions, etc.), are to be hand-carried to the Security Office, by the new employee, after obtaining an access badge. All documents must be presented to obtain an appropriate Contractors Security Badge. Upon completion and/or termination of a contract employees employment, the Contractor is responsible for insuring all Security ID badges (i.e., Contractors Badge and CAC Card), car decals, and any other property of the Government is returned to the Government COR in a timely and expeditious manner, for appropriate disposition. NOTE: Failure to comply with this requirement will result in appropriate legal action.

f) In the event of catastrophic computer failure or otherwise unavoidable, significant, and unforeseen workload delays, the Government reserves the right to put the Contractors services on hold until such time as work can again commence. During such times the Contractor employees will not be required to report to work and the Government will not be charged for services.

g) As required under individual task orders, Contractor personnel may be required to document and verify all work performed and hours worked.

h) The contractor shall comply with all applicable Occupational Safety and Health Standards (OSHA) Standards, technical orders, regulations, and referenced publications. The contractor shall comply with the highest degree of safety protection where any disagreements exist. Accident prevention and safety practices on contractual work under the jurisdiction of the Contracting Officer are the responsibilities of the contractor concerned. The Contractor shall brief all employees on proper safety and accident reporting. The Contractor shall provide all occupational health services to his employees. Contractor employees shall be instructed to notify the Contractors contract manager of potential or existing occupational health hazards that require attention.

i) Unscheduled gate closures by the Security Police may occur at any time causing personnel entering or exiting a closed military installation to experience a delay. This cannot be predicted or prevented. Labor hour employees are not compensated for unexpected closures or delays. Privately owned vehicles belonging to contractor personnel are subject to search pursuant to applicable regulations. The award of this agreement does not create a right to have access to any military installation. Any violation of an installation regulation or of state or federal statute may result in the termination of the privileges to enter the military installation.

H.19 Rules and Regulations on a Government Facility

a) Rules and regulations outlined in this agreement and TOs shall apply to the Contractor, including its employees and any subcontractors, while on the premises of the customer agency. These regulations include presenting valid identification for building entrance and obeying all the rules and regulations provided by the agency.

b) If work is to be performed in a restricted area, Contractor personnel shall be escorted at all times. Contractors shall comply with the safety rules of the Government installation that concern related activities not directly addressed in this agreement. The Contractor shall take all reasonable steps and precautions to prevent accidents and preserve the life and health of Contractor and Government personnel connected in any way with performance under this contract.

H.20 Special Contract Requirements

In the event a Task Order contains a requirement for Contractor deployment to an overseas location, Contractor employees that are required to work in a contingency location are authorized the following payments applied to their wages:

Hazardous Duty Pay

Danger Pay

Hardship Pay

The rates applied will be the allowable rates as determined by the State Department for the area of operation.

The following clauses will apply, as required, to any Task Order with deployment as part of the scope of work:

- 52.204-9 Personal Identity Verification of Contractor Personnel
- 52.228-3 Workers Compensation Insurance (Defense Base Act)
- 52.228-4 Workers Compensation & War Hazard Insurance Overseas
- 252.228-7003 Capture and Detention Dec/1991
- 252.225-7040 Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States.
- 252.225-7041 Correspondence in English
- 252.225-7042 Authorization to Perform
- 252.225-7043 Antiterrorism/Force Protection Policy for Defense Contractors outside the United States

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H.21 Interpretation of Contract Requirements

If the Contractor finds clarification necessary with respect to the scope of the services to be performed or manner in which the services are to be performed hereunder, he shall request such clarification from the PCO. No interpretation of any provision of this contract, including applicable specification, shall be binding on the Government unless furnished or agreed to in writing by the PCO.

H.22 Authorized Ordering Agencies

The contractor shall provide services in accordance with the statement of work set forth in each task order, which will include a reference back to Section C. This contract and the resulting task orders are to acquire these services for the benefit of U.S. Army Tank Automotive Research, Development and Engineering Center (TARDEC). Other RDECOM organizations and TACOM Contracting Command (TCC) partners may utilize this contract to acquire services covered under the statement of work, provided they first obtain written approval from the TACOM Contracting Center in consultation with the TARDEC Acquisition Management Office.

H.23 Government Furnished Property

- a. The Government may furnish, from time to time such items of Government-owned Property as deemed necessary to assist the contractor in performance of the contract and task order requirements.
- b. The contractor will immediately report on both all property furnished to the contractor and all property acquired by the contractor to the account of the Government upon completion of the task order or contract, or in the event of either a partial or complete termination of the task order or contract, either partial or complete, all Government-owned Property. This report shall request instructions from the Government for redistribution, shipping instructions release for disposition, or other actions regarding disposition of the Government Property. This report shall be submitted to the Contracting Officer at:

U.S. TACOM Contracting Center
ATTN: AMSCC-TAC-ASGD
Warren, MI 48397-5000

*** END OF NARRATIVE H0001 ***

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 NOTICE REGARDING EMAIL PROPOSALS

- L.1.1 Offerors must submit their offers in accordance with Section A.1 entitled "TACOM - Warren Electronic Contracting".
- L.1.2. If your proposal is not received by the RFP closing deadline, pursuant to FAR 52.214-1 your proposal may be rejected as late.
- L.1.3. Given the volume of data and information to be submitted by offerors it is critical that all offerors carefully and completely identify the parts and attachments of the proposal so that the Government may quickly and easily distribute the proposal volumes.
- L.1.4. (DELETED)
- L.1.5. (DELETED)
- L.1.6. (DELETED)
- L.1.7. (DELETED)
- L.1.8 Lateness: The lateness rules for submitted proposals are outlined in FAR 52.215-1 "Instructions to Offerors-Competitive Acquisition," incorporated into this solicitation.
- L.1.9 Electronic Copies: Offerors must submit electronic copies and any supplemental information (such as spreadsheets, backup data, and technical information) using the following:
- (i) Files in either Microsoft Office 2000 or Office XP: Word, Excel, or PowerPoint. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable for spreadsheets.
 - (ii) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.
 - (iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within the electronic offer and be accessible offline.
 - (iv) Pitch shall be no smaller than 10.
 - (v) One (1) page will be defined as one side of a paper which measures 8 and one half inches by 11 inches.
- L.1.10 See the content instructions for Volume I, Contract Volume. Reference FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers:
- (a) If any portion of a proposal received by the contracting officer electronically is unreadable; the contracting officer immediately shall notify the Offeror and permit the Offeror to resubmit the unreadable portion of the proposal. The method and time for resubmission shall be prescribed by the contracting officer after consultation with the Offeror, and documented in the file. The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness under FAR 15.208 <http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/15.htm>(a), provided the Offeror complies with the time and format requirements for resubmission prescribed by the contracting officer. Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable" as described above.
 - (b) Paper Copies. Paper copies of offers will not be accepted.
- L.1.11 Proposals shall conform to the requirements of this solicitation; no alternate proposals will be considered in this procurement.

L.2 PROPOSAL PREPARATION, FORMAT AND QUANTITY INSTRUCTIONS

L.2.1 Proposal Format: The proposal, as required by this solicitation, shall be submitted in the formats and quantities set forth in this section. The solicitation Section M, titled Evaluation Criteria sets forth evaluation criteria, factors and subfactors, and their relative order of importance to the Government. The factors include Technical, Cost, and Small Business Participation. All proposals shall be in English (American Standard) and shall be in US dollars. Each section of the proposal shall be separable by volume (see below) to facilitate review by the Government. Offers shall be submitted in the following types and quantities:

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Volume Number	Title	Electronic Copies
	Cover Letter	1
Volume I	Contract Volume	1
Volume II	Factor 1: Technical Volume	1
	(Approach & Experience Subfactors)	
	(Five Task Order Elements under each Subfactor)	
Volume III	Factor 2: Cost/Price Volume	1
Volume IV	Factor 3: Small Business Participation Volume	1

Offerors are not authorized to include in the proposal, citations for, or linkages to, websites.

L.3 PROPOSAL INSTRUCTIONS, FORMAT AND CONTENT

L.3.1 Proposal Instructions: The proposal should be accompanied by an electronic cover letter (letter of transmittal) which shall identify all enclosures being transmitted in the message. Extreme care and attention should be given to ensure that all required items are included in the proposal. This solicitation incorporates FAR 52.215-1, Instructions to Offerors - Competitive Acquisition. The Government intends to evaluate proposals and award contracts without discussions with offerors (except for clarifications as described in FAR 15.306(a)).

L.3.2 Volume I: Contract Volume

The offerors Contract Volume shall include the following:

- a. A scanned image of a signed copy of the SF33 cover page signed by a person authorized to sign proposals on behalf of the Offeror. Fill-in blocks on the SF 33 include blocks 12, 13, 15A, 15B, 16, 17, and 18.
- b. One copy of this solicitation (Sections A-K) with all fill-ins completed. Online Representations and Certifications Application (ORCA) certifications need not be separately submitted.
- c. An affirmative statement that the offeror proposes to meet all the requirements of RFP Section C.
- d. A statement of agreement to all the terms, conditions and provisions of this solicitation.
- e. A statement as to whether or not the contractor has a government approved purchasing system, in accordance with FAR Part 44. If the contractor does have an approved purchasing system, provide the date which it was approved. This is not an evaluation criteria and lack of an approved purchasing system will not be cause for being determined ineligible for a contract award.
- f. Any other information required by the solicitation including acknowledgement of all individual solicitation amendments that have been issued beginning with Amendment 0002 (no Amendment 0001 was ever issued).
- g. For other than U.S. Small Businesses, a Subcontracting Plan in accordance with FAR 52.219-9 "Small Business Subcontracting Plan", if required.
- h. Offerors are required to identify whether their proposal is being submitted for consideration as a Small Business for this NAICS category.

L.3.3 Volume II: Technical Volume (Factor 1)

There are two (2) Subfactors of equal importance within the Technical Factor: Technical Approach and Experience. There are five (5) Elements, which are the task orders, of equal importance within the Technical Approach Subfactor, and five (5) Elements/Task Orders of equal value within the Experience Subfactor.

The offeror shall submit the information specified below in response to the two (2) Subfactors: Technical Approach and Experience. Under each Subfactor there are five (5) Elements (see RFP Attachments 0001-0005), as follows:

Task Order 0001: The 20mm Fragment Simulating Projectile (FSP) Launcher
To be proposed as a Firm Fixed Price effort

Task Order 0002: Material Characterizations for EPIC material
To be proposed as a Cost-Plus-Fixed-Fee Completion-type effort

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Name of Offeror or Contractor:

Task Order 0003: Integrated Corrective Action Process (ICAP) tasks
 To be proposed as a Cost-Plus-Fixed-Fee Term-type Level-of-Effort effort.

Task Order 0004: Systems Engineering and Project Planning
 To be proposed as a Cost-Plus-Fixed-Fee Completion-type effort

SAMPLE Task Order 0005: Level II to Level III model and drawing conversion
 To be proposed as a Firm Fixed Price effort

Note that Task Orders 0001, 0002, 0003 and 0004 represent actual requirements that will be awarded pending confirmation of these requirements and adequate funding being available. Task Order 0005 represents a SAMPLE Task Order which is being utilized for evaluation purposes only.

L.3.3.1 Technical Volume: Technical Approach (Subfactor)

(NOTE: FOR THE TECHNICAL APPROACH SUBFACTOR, IT IS RECOMMENDED THAT NO MORE THAN FOUR (4) PAGES BE SUBMITTED FOR YOUR PROPOSED RESPONSE ON EACH OF THE FIVE (5) TASK ORDERS, IN THE ELECTRONIC FORMATS SPECIFIED IN L.1.9.)

The offerors proposal shall provide their technical approach to performing task orders 0001 through 0005 (See RFP Attachments 0001-0005). The offerors proposal shall detail its proposed approach to realistically achieve successful performance of these task orders. Specifically, the proposal shall address the following for each task order:

(a) Analyze the scope of work and discuss the key success drivers and risks (performance, schedule, and cost) for successfully achieving task order requirements and objectives.

(b) Based on the analysis of the scope of work, discuss the specific technical approach proposed, to include identification of necessary tasks and details on task performance plans, as well as providing a time phased task order performance schedule;

(c) Based on the proposed technical approach, specifically identify, and substantiate the realism for, all proposed labor resources (skills; labor category; hours per labor category skill), material (if any) required to execute the technical approach, and travel (if any) required to execute the technical approach.

(d) The following information is offered for preparing your proposal for Task Order 0003: the task order specifies a twelve (12) month performance period, and the initial Government estimate equates this to one (1) technician working a total of 2080 hours (one man-year of effort) and for travel purposes, a total of two (2) trips at a cost of \$1,100 each, or a total of \$2,200. The offeror is not required to use the personnel category of technician or to use the dollar figure for travel in providing their estimate, and in fact the travel dollars may only partially reflect the travel actually required under this task order. Accordingly, the offeror may use this estimate and labor category (technician) as a basis for proposal or may choose their own estimate for travel and labor category under this task order. If the offeror chooses something other than the labor category of technician or something other than the Government estimate for travel (\$2,200 total) then supporting rationale should be provided.

L.3.3.1.1 Offerors shall ensure that the proposed staffing labor categories (qualitative and quantitative), material (if any), and travel (if any), proposed under this Technical Approach Subfactor are consistent with the task order staffing labor categories, travel and material, as proposed within the Cost/Price Volume.

L.3.3.2 Technical Volume: Experience (Subfactor)

(NOTE: FOR THIS SUBFACTOR, IT IS RECOMMENDED THAT NO MORE THAN FOUR (4) PAGES BE SUBMITTED FOR YOUR PROPOSED RESPONSE ON EACH OF THE FIVE (5) TASK ORDERS, IN THE ELECTRONIC FORMATS SPECIFIED IN L.1.9.). THE FOUR PAGE RECOMMENDED LIMIT DOES NOT INCLUDE THE COPIES OF THE PREVIOUS EXPERIENCE SCOPE OF WORK NARRATIVE YOU ARE REQUIRED TO PROVIDE AS SPECIFIED IN SECTION L.3.3.2.4(g).

The offerors Experience proposal shall include the following:

L.3.3.2.1 The offeror shall identify no more than 15 of the most recent and relevant Contracts and Task Orders (prime contractor, team members, and/or subcontractors) which include performance of work which is recent and relevant to Task Orders 0001 through 0005 as contained in the Technical Factor. The offeror can allocate a maximum of 3 recent and relevant Contracts or Task Orders for each of the 5 task orders. The same recent/relevant contract/task order may be used to address experience in more than one, and up to all five, of the Governments five Task Orders.

L.3.3.2.2 Recent Contracts. Recent Contracts and Task Orders are those performed within approximately three years of the date of issuance of this RFP.

L.3.3.2.3 Relevant Contracts. Relevant contracts and task orders or work directives are those which are similar in scope to the requirements of the 5 Task Orders cited at Attachments 0001-0005. Where prior relevant experience is under a broader BPA or IDIQ type Contract, do not just cite the broader BPA or IDIQ Contract. Rather, include the specific individual work directives/task orders which

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you consider to be reflective of relevant prior experience. In accordance with section L.3.3.2.1 above, each prior Contract/work directive/task order identified by the offeror as being applicable to one or more of the five (5) Task Orders shall be evaluated as evidence of relevant prior experience for that applicable Task Order. The Task Orders are cited in L.3.3.2.6, along with the experience descriptions to be used in the evaluation and assessment of relevant prior experience.

L.3.3.2.4 For each of the up to 15 recent/relevant contracts/task orders (prime, team members, and subs) identified, the Offeror shall provide the following:

- (a) Contract Number
- (b) Contract type
- (c) Government or commercial contracting activity address, telephone number, and E-mail address
- (d) Procuring Contracting Officer's (PCO's) name, telephone number and E-mail address
- (e) Administrative Contracting Officer's (ACO's) name, telephone number and E-Mail address
- (f) Government or commercial contracting activity technical representative, or COR, name, telephone number and E-mail address
- (g) Copies of all Scope of Work paragraphs of the contracts/task orders/delivery orders reflecting Experience which is relevant to the below listed Task Orders.
- (h) A discussion of specific similarities between the recent and relevant contract scopes of work and the scope of the task orders herein.

L.3.3.2.5 Cross-Reference Matrix: The offeror shall also complete the matrices at Attachments 0007-0011 of this RFP. Each matrix will list each of the up to 3 recent/relevant contracts identified by the offeror under the Experience subfactor and the offeror shall identify, through placement of an (X) in the applicable matrix boxes, whether the offeror's prior contracts/task orders/delivery orders (in the left margin of each chart) match up to the types of experience the Government will be using as a comparison for evaluation purposes (listed across the top of each chart and in L.3.3.2.6 below). The offeror may include a brief description in the matrix of the extent of any similarities. However, any brief narrative provided in the chart itself will not be sufficient to constitute a substitute for the narrative required to discuss the experience subfactor as required by L.3.3.2.4(h) above.

L.3.3.2.6 Task Orders

The offeror shall describe the applicability of each of their identified prior contracts, task orders, and/or work directives to the five (5) Task Orders, as evidence of recent, relevant prior experience for that applicable Task Order. The following experience descriptions will be used by the Government evaluators in the evaluation and assessment of Relevant prior experience:

L.3.3.2.6.1 Task Order 0001: 20mm FSP Launcher

- a. ballistic testing
- b. designing and fabricating 20mm FSP launcher for ballistic test range equipment
 - (1) breach
 - (2) barrel
 - (3) launch system
- c. integrating the launch system into existing facilities

L.3.3.2.6.2 Task Order 0002: Material Characterizations

- a. conducting full range of mechanical property characterization testing capability or access to metallurgical testing facilities
- b. specialized aluminum alloy characterization
- c. development of material models
- d. model validation

L.3.3.2.6.3 Task Order 0003: Integrated Collaboration & Analysis Process

- a. use of Lean Six Sigma Tools with respect to problem solving and developing project course of action
- b. using root cause analysis, voice of the customer interviews, and failure modes effect analysis (FMEA) to resolve military system vehicle problems and manage vehicle / system risk
- c. performing military ground system vehicle maintenance and differentiate by vehicle (combat and tactical)
- d. working with Logistics Assistance Representatives for information gathering to evaluate and resolve field issues

L.3.3.2.6.4 Task Order 0004: Systems Engineering

- a. developing a planning tool/guidebook
- b. creating interactive online tools, and developing online collaborative program planning workflows
- c. applying Systems engineering practices for military systems and vehicles throughout the materiel acquisition process

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- d. using lean six sigma methods and tools to develop and define a planning process
- e. developing training materials and conducting training sessions

L.3.3.2.6.5 Task Order 0005: Drawing Conversion

- a. use of ASME suite of modeling and design standards that include ASME Y14.1, ASME Y14.24, ASME Y14.34, ASME Y14.35, ASME Y14.38, ASME Y14.41, ASME Y14.5, & ASME Y14.100
- b. use of Pro-E wildfire 3.0 or greater
- c. doing 3D / Solid modeling CAD
- d. Validating level III 3D models and 2D drawings, and validating metadata accuracy
- e. Creating and converting drawings for wiring harnesses, hydraulics, mechanical, and fasteners.

L.3.4 Volume III: Cost/Price Volume (Factor 2)

L.3.4.1 The total evaluated cost/price will be based upon the 5 task orders in Attachments 0001 through 0005 with an assumed start date of 15 Apr 09 for all five (5) task orders. The assessment of the total proposed cost/price will include an evaluation of:

- (a) The reasonableness of the proposed costs/prices to the tasks incorporated in each of the five task orders.
- (b) The realism of the proposed costs/prices to the tasks incorporated in each of the five task orders.

L.3.4.2 Realism and Reasonableness: The consistency of the proposal cost/price data (to include costs within the cost type as well as fixed price type task orders) with the offerors Technical Approach subfactor reflects on the offerors understanding of the work required and the offerors ability to perform according to the statement of work of the contract. Any apparent inconsistency between the promised performance and cost must be explained. The offerors cost volume shall also identify: (a) any assumptions applied and the mathematical or other methods used in the estimate and (b) the nature and amount of any contingencies or adjustments included in the proposed cost amounts.

L.3.4.3 The offerors Cost Volume shall include substantiating information (non-certified), supporting the realism of the estimated cost and fee, and prices, in sufficient detail for the Government to evaluate the estimated costs within each of the task orders (cost type as well as fixed price type) per the applicable criteria in Section M. After proposal submission, the Government reserves the right to request more detailed cost information if necessary.

L.3.4.4 Presentation of Cost Data: Offerors are to submit all cost/price data in electronic spreadsheet format for each of the five task orders. Submitted spreadsheet files shall contain all formulas, computations, or equations used to compute the proposed amounts. Print image files, or files containing only values, are not acceptable. If a particular table takes more than one page for printout, the offerors shall ensure that the row with the column titles and the column with the cost element's names row and column headings shall appear on each page of the printout. The offeror's name, Government solicitation number and date of submission are also to be shown on each page.

L.3.4.4.1 Direct Labor Hours: For each of the five task orders, show direct labor hours by the appropriate direct labor category/categories you propose. Include supporting documentation showing the development and rationale for the proposed hours. Show the total proposed direct labor costs. Support that the proposed labor category/categories is/are appropriate for the task requirements. Provide a description of specific education and experience requirements for any proposed labor categories.

L.3.4.4.2 Other Direct Costs: List all other costs which are not otherwise included in the categories described above (such as, computer and consultant services) and provide the basis for pricing.

L.3.4.4.3 Indirect Costs: The method of computation and application of indirect costs will provide a basis for evaluation of the reasonableness of proposed rates and rates used. Provide details of the expense pools and allocation bases verifiable to the offeror's business plan and supporting data. Show the proposed amounts for burden(s), including fringe benefits, if appropriate. The proposed material overhead, if appropriate, should be shown separately. For General and Administrative (G&A) costs, show the proposed allocation base and proposed G&A amount. If the award of one or more of the task orders will have a significant impact upon the offeror's business volume, the effects of those changes upon the pool and bases are to be identified and discussed.

L.3.4.4.4 Facilities Capital Cost of Money: If an offeror elects to claim Facilities Capital Cost of Money (FCCM) as an allowable cost, the offeror must show the calculation of the proposed amounts. A breakdown of the net book value of land, buildings and equipment must be included in the proposal. Show the Treasury Rate used to develop the amount.

L.3.4.4.5 Profit / Fee: The offeror shall identify the amount proposed for profit or fee for each of the task orders. Fee on Task Orders 2, 3 and 4 are subject to the limitations in FAR 15.404-4(c)(4).

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L.3.4.4.6 Flow Down to Subcontractors: The offeror shall provide the cost/pricing data described in L.3.4.4.1 through L.3.4.4.5 for subcontracts for each of the 5 task orders.

L.3.4.5 Cost Accounting System: For purposes of IDIQ contract award the offerors are to provide evidence that their accounting system is capable of tracing and segregating cost data in sufficient detail to administer a cost-reimbursement-type contract. This evidence may include a letter from either DCMC or DCAA stating that the offeror has an acceptable accounting system for this type of contract. In those cases where the offeror does not currently have a DCMAO or DCAA approved accounting system, the offeror shall describe what action it has taken or intends to take to obtain DCMAO or DCAA approval of its accounting system prior to Contract award.

L.3.5 Volume IV: Small Business Participation Volume (Factor 3)

The offeror shall provide the Small Business Participation subfactor in writing labeled Small Business Participation Volume IV. The following Small Business Participation proposal submission instructions apply to every offeror (U.S. and non-U.S.), regardless of size status or locations of working facilities or headquarters. For proposal preparation and evaluation purposes, offeror Small Business Participation proposals shall be based upon the cumulative subcontracting proposed by the offeror for the five (5) Task Orders under the Technical Factor.

L.3.5.1 ALL offerors, including offerors who are themselves U.S. small business concerns based on the NAICS code assigned to this requirement, are to identify the extent to which U.S. small business concerns will be utilized as first-tier subcontractors in the performance of each of the task orders. U.S. small business concerns are defined (1) in FAR 19.001 and (2) by the criteria and size standards in FAR 19.102 for the applicable NAICS code. U.S. small business concerns include small businesses (SBs), small disadvantaged businesses (SDBs), woman-owned small businesses (WOSBs), HUBZone small businesses (HUBZone SBs), veteran-owned small businesses (VOSBs), service-disabled veteran-owned small businesses (SDVOSBs), and historically black colleges/universities and minority institutions (HBCUs/MIs).

L.3.5.2 If the prime offeror (to include any U.S. small business concerns who are proposing as part of a joint venture or teaming arrangement) is itself a U.S. small business concern, the offeror's own participation as a SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB, and/or HBCU/MI, will also be considered small business participation for the purpose of this evaluation. In this event, the extent of the prime Offeror participation as a U.S. small business concern shall be detailed in the same manner as subcontracts to first tier U.S. small business concerns.

L.3.5.3 Small Business Amounts: ALL offerors shall address anticipated U.S. small business concern participation and subcontracting based on the offeror receiving all five (5) task order awards. The offeror shall provide information for small business participation and subcontracting in a table format in accordance with the following example for the five task orders:

Cumulative numbers for all 5 Task Orders			
	<u>\$Amt All</u>	<u>% of SB</u>	
<u>Business Category</u>	<u>Subs</u>	<u>Participation</u>	<u>Total Subcontracting</u>
All (LB,SB,etc.)	\$43.00M	100.0%	
SB	\$16.34M	38.0%	(\$16.34M of \$43M)
SDB	\$ 2.36M	5.5%	(\$ 2.36M of \$43M)
WOSB	\$ 1.55M	3.6%	(\$ 1.55M of \$43M)
HUBZONE SB	\$ 1.08M	2.5%	(\$ 1.08M of \$43M)
VOSB	\$ 1.25M	2.9%	(\$ 1.25M of \$43M)
SDVOSB	\$ 1.46M	3.4%	(\$ 1.46M of \$43M)
HBCU/MI	\$ 0.38M	0.9%	(\$ 0.38M of \$43M)

Guidance for filling in the table:

Include 1st tier subcontractors only. Note that members of a joint venture may be considered the prime or the first tier subcontractors, depending on the legal form of the joint venture as defined in its agreement document.

If the prime offeror is a U.S. small business concern, detail the extent of the prime offeror participation as a U.S. small business concern in the same manner as subcontracts to first tier U.S. small business concerns.

Percentages should be rounded to the nearest tenth of a percent.

If a cost share arrangement is proposed, include subcontracting dollars for the proposed contract, not just for the government share of the contract.

Additional guidance for particular Business Categories:

For ALL (LB, SB, etc.): Include ALL subcontracting, e.g., large business, small business, educational institutions, non-profit organizations, etc., in the dollars on this line.

For SB: Include U.S. small business concerns from all categories (i.e. SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB, and HBCU/MI) in the dollars and percentage on this line. The SDB, WOSB, HUBZone SB, VOSB, SDVOSB, and HBCU/MI are subcategories of SB and the dollars in each of these may not add to match the total dollars in the SB line due to the following: In some cases the same dollars may be reported in more than one block (i.e., a \$10,000 subcontract to a small business owned by a woman who is a service disabled veteran should be entered on four rows: \$10,000 under SB, \$10,000 under WOSB, \$10,000 under VOSB, and \$10,000 under SDVOSB). Be sure that the

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dollars are counted in the SB line only once and not four times (not \$40,000). Note that the SB percentage is not simply a total of the percentages of each SB subcategory and must be calculated separately as shown in the chart.

For SDB: Include HBCU/MI dollars, if any, in the SDB dollars and percentage on this line.

For HUBZone SB: Include only SBA certified HubZone SBs. Note that this is different from some of the state HUB certifications.

If the prime offeror IS NOT a U.S. small business concern and must submit a Small Business Subcontracting Plan, in accordance with FAR 52.219-9, with this solicitation, the Small Business Subcontracting Plan shall be consistent with the offerors information provided in response to this paragraph.

L.3.5.4 Small Business List: ALL offerors shall provide the names of small business concerns (including the prime offeror if a small business concern) who would participate in the proposed five sample task orders; the small business classification of each U.S. small business concern (i.e. SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB, and/or HBCU/MI); a short description of the specific services, products, or components to be provided by each small business concern; the complexity of the work to be subcontracted; and the estimated total dollars for each service or product. This data shall be provided in a table format in accordance with the following example:

Year: Cumulative for all five task orders

Name of SB	SB Class	Description Service/Product	Complexity (L,M,H)	Total \$
ABC Co.	SB	Wire	Low	\$ 0.50M
ABC Co.	SB	Plating	Medium	\$ 0.75M
EFG Inc(Prime)	SB, WOSB,VOSB	Circuit Cards	High	\$ 1.20M

Guidance for filling in the table:

For SB Classifications(s): List all SB classifications that apply to each concern.

For Description of Service / Product: Provide enough information to substantiate the complexity level listed in the next column. Example: design and manufacture prototype widget vs. just widget.

L.3.5.5 Approach to meeting FAR 52.219-8. ALL offerors shall substantiate their proposed approach to meeting the requirement of FAR 52.219-8. Substantiation may include providing (1) a description of the offeror's performance, over the past three [3] calendar years, in complying with the requirements of FAR 52.219-8 (Note: if the offeror has not performed a contract over the past three [3] years, which included FAR 52.219-8, the offeror shall so state); (2) a description and available documentation of any methods or techniques used to promote small business participation; (3) any listings of U.S. small business concerns who are subcontracting candidates; (4) internal procedures used to monitor small business participation during contract performance; and/or (5) any other information substantiating that the offeror will satisfy the requirements of FAR 52.219-8.

L.3.5.6 Compliance with FAR 52.219-9. In addition, offerors who ARE NOT U.S. small business concerns, as defined by the North American Industry Classification System (NAICS) code applicable to this solicitation, are to provide a description of their performance in complying with the requirements of FAR 52.219-9, including documentation of both their goals and their accomplishment of the goals established under subcontracting plans of prior contracts performed over the last three [3] calendar years. This documentation shall include Individual Subcontracting Reports (ISRs/DD Form 294s) which list both goals and accomplishments against individual or master plans. If over the last three years, the offeror reported accomplishments against commercial or comprehensive subcontracting plans in lieu of individual or master plans, the offeror shall submit the plans to document the goals and the Summary Subcontract Reports (SSRs/DDForm 295s) to document the accomplishments. (Note: if the offeror has not performed a contract over the past three [3] calendar years which included FAR 52.219-9, the offeror shall so state).

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SECTION M - EVALUATION FACTORS FOR AWARD
M.1 BASIS FOR AWARD

M.1.1 The Government intends to award six (6) Indefinite Delivery Indefinite Quantity (IDIQ) Contracts. However, the Government reserves the right to award more or less than six (6) IDIQ contracts depending on the number of offers received and the results of the evaluation. Provided sufficient proposals are received from small businesses who are capable of performing the requirements and who demonstrate an acceptable level of risk as determined by the Source Selection Authority (SSA) in successfully performing the requirements, a number of contract awards will be reserved for small businesses, based on the following targets:

- If 2-3 IDIQ contract awards, at least one will go to a small business
- If 4-6 IDIQ contract awards, at least two will go to small businesses
- If 7-9 IDIQ contract awards, at least three will go to small businesses
- If 10-13 IDIQ contract awards, at least four will go to small businesses
- If 14 or more IDIQ contract awards, at least 30% of the total awards will go to small businesses.

The Government reserves the right to determine the exact number of awardees. In determining the number of contracts to be awarded the Government will consider:

- (a) the quality of the proposals received based upon the results of the proposal evaluation,
- (b) the FAR Part 16 "Fair Opportunity" value of competing task orders across IDIQ contracts;
- (c) the projected availability of funding and projects to satisfy the minimum quantities on a larger number of IDIQ contracts, and
- (d) the administrative burdens to the Government associated with award of a larger number of IDIQ Contracts.

M.1.2 The evaluation of proposals submitted in response to this solicitation will be on a source selection basis utilizing a "tradeoff" process to obtain the best value to the Government. As part of the tradeoff determination, the relative strengths and/or weaknesses of each proposal shall be considered in selecting the proposals representing the best overall value to the Government.

M.1.3 Selection of the successful Offerors shall be made following an assessment of each proposal against the requirements described herein and the criteria set forth below. Awards will be made based on the proposals which, in the Source Selection Authority's opinion, represent the best value to the Government.

M.2 REJECTION OF OFFERS

M.2.1 Offerors must carefully read, understand and provide all the information requested in the Proposal Preparation Instructions contained in Section L. If there are parts of the Section L instruction you do not understand, request clarification from the Contracting Officer in writing. The circumstances that may lead to the rejection of a proposal are:

M.2.1.1 The proposal fails to meaningfully respond to the Proposal Preparation Instructions specified in Section L of this solicitation. Examples of failure to meaningfully respond include:

M.2.1.1.1 When a proposal merely offers to perform work according to the RFP terms or fails to present more than a statement indicating its capability to comply with the RFP terms and does not provide support and elaboration as specified in Section L of this solicitation.

M.2.1.1.2 A proposal fails to provide any of the data and information required in Section L.

M.2.1.1.3 A proposal provides some data but omits significant material data and information required by Section L.

M.2.1.1.4 A proposal merely repeats the contract Scope of Work without elaboration.

M.2.1.2 The proposal reflects an inherent lack of technical competence or a failure to comprehend the complexity and risks required to perform the RFP's requirements because it is unrealistically high or low in cost and/or price and/or unrealistic in terms of technical or schedule commitments.

M.2.1.3 The proposal contains any unexplained significant inconsistency between the proposed effort and cost and/or price, which implies the Offeror has (1) an inherent misunderstanding of the Scope of Work, or (2) an inability to perform the resultant contract.

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M.2.1.4 The proposal is unbalanced as to cost or price. An unbalanced offer is one which is based on costs or prices significantly high or low for one given period versus another period. There must be a direct relationship between the effort expended and its cost or price for each year.

M.2.1.5 The proposal's price is unreasonable or unaffordable.

M.2.1.6 The proposal offers a product or service that does not meet all stated material requirements of the solicitation.

M.3 EVALUATION AND SOURCE SELECTION PROCESS

M.3.1 EVALUATION PROCESS

Selection of the successful Offerors shall be made following an assessment of each proposal, based on the response to the information called for in the Proposal Preparation, Format and Quantity Instructions of this RFP and against the solicitation requirements and the evaluation criteria described herein. Proposals will be evaluated as specified herein, to include developing narrative support for the evaluation conclusions under each Factor and subfactor. The Government reserves the right to reject offers, in accordance with solicitation provision "Rejection of Offers" above.

M.3.2 SOURCE SELECTION AUTHORITY

The Source Selection Authority (SSA) is the official designated to direct the source selection process and select the Offerors for contract award.

M.3.3 SOURCE SELECTION EVALUATION BOARD (SSEB)

An SSEB has been established by the Government to evaluate proposals in response to this solicitation. The SSEB is comprised of technically qualified individuals who have been selected to conduct this evaluation in accordance with the Evaluation Criteria for this solicitation. Careful, full and impartial consideration will be given to the evaluation of all proposals received pursuant to this solicitation.

M.3.4 IMPORTANCE OF COST/PRICE FACTOR

All the factors contained in each proposal will be evaluated. However, the closer the offerors evaluations are in the non-Cost Factors, the more important Cost becomes in the decision. Notwithstanding the relative order of importance of the Evaluation Factors as stated, Cost may be controlling when:

M.3.4.1 Proposals are considered approximately equal in non-Cost Factors; or

M.3.4.2 An otherwise superior proposal is unaffordable; or

M.3.4.3 The advantages of a higher rated, higher Cost proposal are not considered to be worth the Cost premium.

M.3.5 AWARD WITHOUT DISCUSSIONS

This RFP includes FAR Provision 52.215-1 Instructions to Offerors Competitive Acquisition in Section L which advises offerors that the Government intends to make awards without conducting discussions. Where awards will be made without discussions, exchanges with offerors are limited to Clarifications as defined in FAR 15.306(a). Therefore, the offerors initial proposal should contain the offerors best terms from both a Cost/Price and non-Cost Factor standpoint. However, under FAR 52.215-1, the Government reserves the right to hold discussions, if necessary.

M.4 EVALUATION CRITERIA

(a) There are three (3) evaluation Factors as follows:

1. Technical Factor (Approach and Experience)
2. Cost/Price Factor
3. Small Business Participation Factor

(b) The Technical Factor is most important and is more important than the Cost Factor. The Cost Factor is more important than the Small Business Participation Factor. Additionally, as required to be defined by FAR 15.304(e), the non-Cost Factors, when combined, are significantly more important than the Factor of Cost/Price.

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M.4.1 TECHNICAL FACTOR (Factor 1)/Volume II)

There are two (2) Subfactors of equal value within the Technical Factor: Technical Approach and Experience. There are five (5) Elements/Task Orders of equal value within the Technical Approach Subfactor, and five (5) Elements/Task Orders of equal value within the Experience Subfactor.

M.4.1.1 Technical Approach subfactor

The Technical Approach subfactor will be evaluated based upon the extent to which, and risk probability that, the offerors proposed approach will meet the performance requirements and schedule for the five (5) Task Orders, through effective and detailed planning as follows:

(a) The extent to which and risk that the offerors analysis of the scope of work, and discussion of the key success drivers and risks (performance, schedule and cost), will successfully result in achievement of task order requirements.

(b) Based on the offerors analysis of the scope of work, the extent to which and risk that the specific technical approach proposed, to include identification of necessary tasks and details on task performance plans and schedules, will successfully result in achievement of task order requirements;

(c) Based on the proposed technical approach, the extent to which and risk that the offeror has specifically identified and substantiated the realism for all proposed labor resources required to execute the technical approach to meet task order requirements;

The results of the Cost/Price Realism assessment under the Cost Factor may also be used in the assessment of proposal risk under the Technical Factor/Technical Approach subfactor/Element. In the event that the offerors Cost/Price Factor proposal is inconsistent with, and/or reflects a lack of cost/price realism regarding the offerors Technical Factor/subfactor proposal, the Technical Factor/subfactor/Element evaluation results may be downgraded commensurate with the extent and impact of the realism shortfalls.

M.4.1.2 Experience subfactor

M.4.1.2.1 The Experience subfactor will assess the risk probability that based on the extent and recency and relevance of experience, the offeror will timely and successfully perform the 5 Task Orders listed in L.3.3. Each prior contract, task order, and/or work directive identified by the offeror as being applicable to one or more of the five (5) Task Orders, shall be evaluated as evidence of recent, relevant prior experience for that applicable Task Order.

M.4.1.2.2 In assessing the relevance of previous experience to the Task Order requirements, the Government will consider the degree to which the historical performance approaches used in the cited contracts/task orders/delivery orders are similar to the performance approaches to be employed in the Task Orders contained in this RFP. Therefore, offerors will not receive any credit in the evaluation for their own proposed experience, or that of any subcontractor or any other business affiliate, if that same source is not proposed to perform similar work under the Task Orders listed at L.3.3 and provided at Attachments 0001-0005. In this regard, the Government will review both the offerors (a) Technical Approach subfactor proposal, and (b) Cost Factor proposal, to determine the degree to which prior experience is relevant to the offerors proposed specific Task Order performance approaches.

M.4.2 COST/PRICE FACTOR (Factor 2)/Volume III)

M.4.2.1 The Cost/Price Factor evaluation will be conducted on the basis of cost and fee, or fixed price as applicable, for the five (5) Task Orders (to include the most probable cost for the cost reimbursement type task orders). The total evaluated cost/price will be the combination of the following: a) the total most probable cost and fee to the government for task orders 0002, 0003 and 0004 and b) the fixed prices for task orders 0001 and 005. This sum will constitute the evaluated most probable cost to the Government which will be used in the Source Selection Authoritys trade-off determination to select the best value offerors.

M.4.2.2 The proposed cost (all cost elements, including those under the fixed price task orders) and fee for each Task Order will be evaluated for reasonableness and realism of proposed costs/prices to accomplish the technical approach for the Evaluation Task Orders. Reasonableness and realism are defined as follows:

M.4.2.2.1 Cost/Price Reasonableness: The Government shall evaluate the cost reasonableness of the offeror's proposed cost and fee/profit, to include those costs and fee under the fixed price task orders, in accordance with the definition in FAR 31.201-3. A cost/price is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business.

M.4.2.2.2 Cost Realism: The Government shall evaluate realism by independently reviewing and evaluating the specific elements of the offeror's proposed cost estimates and prices to perform each Task Order, to determine whether the proposed Task Order Costs/Prices are (a) realistic to meet the Task Order Scope of Work requirements, and (b) accurately reflect the technical approaches contained in the offerors Technical Approach subfactor. The result of the realism evaluation will be a determination of the probable cost/price of

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performance by the offeror for each Task Order. The probable cost/price may differ from the proposed cost/price. The probable cost/price, rather than the proposed cost/price, shall be used in the trade-off evaluation to determine best value. The probable cost/price will be determined by adjusting the offeror's proposed cost and fee to reflect any additions or reductions to cost elements, to realistic levels based on the results of the cost realism analysis.

M.4.2.2.3 The results of the Cost Realism assessment may also be used in the assessment of proposal risk under the Technical Approach subfactor. In the event that the offerors Cost/Price Factor proposal is inconsistent with, and/or reflects a lack of realism regarding the offerors Technical Approach subfactor, the Technical Approach subfactor evaluation results may be downgraded commensurate with the extent and impact of the realism shortfalls.

M.4.2.3 Source Selection Trade-Off Process: This is a Best Value acquisition using the trade-off process. As such, the Source Selection Authority (SSA), in making the final Source Selection Trade-Off judgement, will weigh the merits of the non-Cost/Price Factors of the proposal against the total evaluated cost/price in arriving at the final source selection decision. As part of the best value determination, the relative strengths/weaknesses of each offerors non-cost Factor proposals, and the total evaluated cost, shall be considered in selecting the offer which represents the best value to the Government. The Government may award to other than the Offeror with the lowest total evaluated cost/price.

M.4.2.4 Contractors Accounting System. In order to be eligible for an IDIQ contract award under this solicitation, the offeror must be able to provide evidence that their accounting system is capable of tracing and segregating cost data in sufficient detail to administer cost reimbursement-type task orders. This evidence may include a letter from either DCMC or DCAA stating that the offeror has an acceptable accounting system for this type of contract. In those cases where the offeror does not currently have a DCMAO or DCAA approved accounting system, the offeror shall describe what action it has taken or intends to take to obtain DCMAO or DCAA approval of its accounting system prior to contract award.

M.4.3 SMALL BUSINESS PARTICIPATION (Factor 3)/Volume IV)

M.4.3.1 The Government will evaluate the extent of first tier small business participation in terms of the percentage of total subcontracted dollars that the offeror credibly proposes to subcontract to U.S. small business concerns, taking into consideration the goals of the various categories of small business (SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB, and/or HBCU/MI) in the performance of the five (5) task orders. For the purpose of this evaluation, the extent of prime offeror (or joint venture partner/teaming arrangement) participation in proposed contract performance, where the offeror is a U.S. small business concern, for the NAICS code applicable to this solicitation, will also be considered small business participation.

M.4.3.2 The evaluation will include the following:

- (1) The extent to which the proposal identifies participation by U.S. small business concerns (to include, as described above, the participation of the offeror if it is a U.S. small business concern). The extent of participation of such concerns will be evaluated in terms of the percentage of the total subcontracted dollars (to include, as described above, the extent of participation of the offeror if it is a U.S. small business concern). The extent of small business participation in first tier subcontracting will be assessed for all SB types (SB, SDB, WOSB, VOSB, SDVOSB, and/or HUBZone SB); subcontracting goals for small business participation are 37.2% SB, 5% SDB, 5% WOSB, 3% VOSB and 3% SDVOSB, 3% HUBZone SB. (All are DoD 2009 goals except for VOSB, which is a Federal goal)
- (2) The extent to which proposed subcontracting to U.S. Small Business includes the furnishing of complex items/services.
- (3) An assessment of the probability that the offeror will satisfy the requirements of FAR 52.219-8 and can achieve the levels of small business participation identified in the proposal. This assessment will be based upon both:
 - (a) a proposal risk assessment of the offerors proposed small business participation approach, and
 - (b) a performance risk assessment of prior achievements in satisfying commitments and requirements under FAR 52.219-8 and FAR 52.219-9.

M.4.4 AWARD OF TASK ORDERS SUBSEQUENT TO IDIQ CONTRACT AWARDS

As part of the proposal submitted in response to this RFP all offerors are required to provide proposals to perform the five Task Orders. Task Orders 0001, 0002, 0003 and 0004 represent actual work requirements. Initially, these Task Orders will be utilized for evaluation purposes in selecting the successful Multiple Award IDIQ awardees. Upon award of the Multiple Award IDIQ contracts, it is the intent of the Government to award each of these four Task Orders to the IDIQ contract holder with the most advantageous proposal, for that task order, based upon the evaluation of proposals submitted in response to this RFP, to include the Technical Factor (Technical Approach and Experience subfactors), Cost/Price Factor and Small Business Participation Factor as described in Sections L and M. However, after award of the IDIQ contracts, but prior to award of these four (4) Task Orders, the Government may, but is not required to, engage in exchanges (discussions) with offerors regarding Task Order technical solutions or cost. In either case, awarding the Task Orders without holding discussions, or with holding discussions, a contractor may be awarded an IDIQ contract without also being awarded any of the four (4) Task Orders (Attachments 0001 through 0004). The Government also reserves the right: 1) to award less than all four

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(4) Task Orders, and 2) to award one or more of the Task Orders without discussions, and to award one or more of the Task Orders by holding discussions. Task Order 0005 (Attachment 0005) represents a SAMPLE Task Order which is being utilized for evaluation purposes, only. Regarding the IDIQ minimum quantity contract requirement for use of an IDIQ contract, all IDIQ contract awardees will receive a Task Order or Orders, for at least \$1,000 per Task Order. After award of the four task orders identified herein, and with the exception of any minimum quantity task order(s), all other work to be performed under the TARDEC Omnibus IDIQ contracts will be ordered via task orders authorized by the Contracting Officer, under the Fair Opportunity procedures of FAR 16.505, unless a FAR 16.505(b)(2) exception exists. These future task orders, beyond the original four and the non-competititve minimum quantity task order(s), will be competed using the procedures identified in Section H of this solicitation.

M.4.5 AVAILABILITY OF FUNDS FOR TASK ORDER AWARDS

Offerors are hereby notified that Task Orders 0001, 0002, 0003 and 0004 are subject to the Availability of Funds clause, FAR 52.232-18, as funds are not presently available for award of these Task Orders.

*** END OF NARRATIVE M0001 ***